

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 28**

APEX LINEN HOLDINGS, LLC

and

Case 28-CA-274347

**INTERNATIONAL UNION OF OPERATING
ENGINEERS, LOCAL 501, AFL-CIO**

COMPLAINT AND NOTICE OF HEARING

This Complaint and Notice of Hearing is based on a charge filed by International Union of Operating Engineers, Local 501, AFL-CIO (Union). It is issued pursuant to Section 10(b) of the National Labor Relations Act (the Act), 29 U.S.C. § 151 et seq., and Section 102.15 of the Rules and Regulations of the National Labor Relations Board (the Board) and alleges that Apex Linen Holdings, LLC (Respondent) has violated the Act as described below.

1. (a) The charge in this proceeding was filed by the Union on March 16, 2021, and a copy was served on Respondent by U.S. mail on March 19, 2021.

(b) The first amended charge in this proceeding was filed by the Union on May 3, 2021, and a copy was served on Respondent by U.S. mail on the same date.

2. (a) At all material times, Respondent has been a limited liability company with an office and place of business in Las Vegas, Nevada (Respondent's facility), and has been operating a commercial laundry service.

(b) In conducting its operations during this 12-month period ending March 16, 2021, Respondent purchased and received at Respondent's facility goods valued in excess of \$50,000 directly from points outside the State of Nevada.

(c) At all material times, Respondent has been an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

(d) About October 15, 2020, Respondent purchased the business of Apex Linen Service LLC (Apex LLC) and since then has continued to operate the business of Apex LLC in basically unchanged form, and has employed as a majority of its employees, individuals who were previously employees of Apex LLC.

(e) Based on its operations described above in paragraph 2(d) Respondent has continued the employing entity and is a successor to Apex LLC.

3. At all material times, the Union has been a labor organization within the meaning of Section 2(5) of the Act.

4. At all material times, the following individuals held the positions set forth opposite their respective names and have been supervisors of Respondent within the meaning of Section 2(11) of the Act and agents of Respondent within the meaning of Section 2(13) of the Act:

Jared Wantoch	----	Chief Executive Officer
Keith Marsh	----	Director of Engineering

5. (a) The following employees of Respondent (the Unit) constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act:

All full-time, regular part-time and extra board Engineers and Utility Engineers employed by Respondent at its facility located in Las Vegas, Nevada; excluding, all other employees, office clerical employees, guards and supervisors as defined in the Act.

(b) On February 15, 2017, the Union was certified as the exclusive collective-bargaining representative of the employees in the Unit previously employed by Apex Inc.

(c) About June 9, 2019, Apex Inc. converted from being a corporation to being a limited liability company, becoming Apex LLC.

(d) From about June 9, 2019, to about October 15, 2020, based on the facts described above in paragraphs 5(a) through 5(c), the Union had been the designated exclusive collective-bargaining representative of the employees in the Unit previously employed by Apex LLC.

(e) At all times since about October 15, 2020, based on the facts described above in paragraphs 2(d), 2(e), and 5(a) through 5(d), the Union has been the designated exclusive collective-bargaining representative of the Unit.

(f) From about February 15, 2017, to about June 9, 2019, based on Section 9(a) of the Act, the Union had been the exclusive collective-bargaining representative of the Unit employed by Apex Inc.

(g) From about June 9, 2019, to about October 15, 2020, based on Section 9(a) of the Act, the Union had been the exclusive collective-bargaining representative of the Unit employed by Apex LLC.

(h) At all times since about October 15, 2020, based on Section 9(a) of the Act, the Union has been the exclusive collective-bargaining representative of Respondent's employees in the Unit.

6. (a) From a date in late-January 2019 to about December 6, 2020, Respondent's employee Brian Grosz concertedly complained to Respondent regarding the

wages, hours, and working conditions of Respondent's employees and engaged in concerted activities with other employees for the purposes of collective bargaining and other mutual aid and protection by raising concerns with other employees, Apex Linen Service, Inc. (Apex Inc.), Apex LLC, and Respondent about employees' terms and conditions of employment and representing other employees during investigatory interviews.

(b) About November 1, 2020, Respondent, by Jared Wantoch (Wantoch), at Respondent's facility, falsely informed employees that they were no longer represented by a union.

(c) About December 6, 2020, Respondent laid off its employee Grosz.

(d) About December 6, 2020, Respondent laid off three employees other than Grosz, whose names are unknown to the General Counsel but are within the knowledge of Respondent.

(e) Since about December 6, 2020, Respondent has refused to recall Grosz.

(f) Since about December 6, 2020, Respondent has refused to recall the three employees described above in paragraph 6(c).

(g) Respondent engaged in the conduct described above in paragraphs 6(c) through 6(f) because Grosz engaged in the conduct described above in paragraph 6(a), and to discourage employees from engaging in these or other concerted activities.

(h) Respondent engaged in the conduct described above in paragraphs 6(d) and 6(f) to cover up the fact that it engaged in the conduct described above in paragraphs 6(c) and 6(e) because Grosz engaged in the conduct described above in paragraph 6(a), and to discourage employees from engaging in these or other concerted activities.

7. (a) Respondent engaged in the conduct described above in paragraph 6(b) through 6(e) because Grosz joined and assisted the Union and engaged in concerted activities, and to discourage employees from engaging in these activities.

(b) Respondent engaged in the conduct described above in paragraphs 6(c) and 6(e) to cover up the fact that it engaged in the conduct described above in paragraphs 6(b) and 6(d) because Grosz joined and assisted the Union and engaged in concerted activities, and to discourage employees from engaging in these activities.

8. (a) About the following dates, the Union, by the following methods, requested that Respondent recognize it as the exclusive collective-bargaining representative of the Unit and to bargain collectively with the Union as the exclusive collective-bargaining representative of the Unit:

- (1) November 9, 2020, by letter;
- (2) February 16, 2021, by letter;
- (3) February 18, 2021, by letter;
- (4) March 8, 2021, by letter sent via email, U.S. Mail, and facsimile; and
- (5) March 11, 2021, by e-mail.

(b) Since about November 9, 2020, Respondent has failed and refused to recognize and bargain with the Union as the exclusive collective-bargaining representative of the Unit.

(c) About November 1, 2020, Respondent ceased making pension fund contributions on behalf of employees in the Unit.

(d) Since about November 26, 2020, and through at least January 1, 2021, Respondent altered the vacation pay policy applicable to employees in the Unit.

(e) About December 7, 2020, Respondent changed the schedules of employees in the Unit.

(f) About April 12, 2021, Respondent reinstated some, but not all, laid off employees in the Unit, without regard to seniority.

(g) The subjects set forth above in paragraphs 6(c) through 6(f) and 7(b) through 7(f) relate to wages, hours, and other terms and conditions of employment of the Unit and are mandatory subjects for the purposes of collective bargaining.

(h) Respondent engaged in the conduct described above in paragraphs 6(c) through 6(f) and 7(b) through 7(f) without prior notice to the Union and without affording the Union an opportunity to bargain with Respondent with respect to this conduct or the effects of this conduct and without first bargaining with the Union to an overall good-faith impasse for a successor collective-bargaining agreement.

9. By the conduct described above in paragraph 6, Respondent has been interfering with, restraining, and coercing employees in the exercise of the rights guaranteed in Section 7 of the Act in violation of Section 8(a)(1) of the Act.

10. By the conduct described above in paragraphs 6(c) through 6(f) and 7, Respondent has been discriminating in regard to the hire or tenure or terms or conditions of employment of its employees, thereby discouraging membership in a labor organization in violation of Section 8(a)(1) and (3) of the Act.

11. By the conduct described above in paragraphs 6(c) through 6(f) and 8, Respondent has been failing and refusing to bargain collectively with the exclusive collective-bargaining representative of its employees in violation of Section 8(a)(1) and (5) of the Act.

10. The unfair labor practices of Respondent described above affect commerce within the meaning of Section 2(6) and (7) of the Act.

In order to fully remedy the unfair labor practices set forth above, the General Counsel seeks an order requiring Respondent to:

(a) distribute the Notice to Employees to all of its employees by text messaging, posting on social media websites, and posting on internal apps, if Respondent communicates with employees by such means;

(b) hold a meeting or meetings during working hours, scheduled to ensure the widest possible attendance of employees employed by Respondent, at which the Notice to Employees will be read, in English and other languages deemed appropriate by the Regional Director, to the employees by Wantoch in the presence of a Board agent and an agent of the Union, or, at the Respondent's option, by a Board agent in the presence of Wantoch and an agent of the Union, and at which, prior to the reading of the Notice, Wantoch will identify himself by name and title, and the Board agent will identify herself or himself as an agent of the Board, an agency of the United States Government, and explain that the Board has ordered that a notice be read to the employees present to remedy unfair labor practices committed by Respondent in violation of the Act;

(c) grant the Union access to nonwork areas during employees' nonworktime;

(d) make Grosz and the three employees described above in paragraph 6(c) whole, including, but not limited to, by payment for consequential economic harm they incurred as a result of the Respondent's unlawful conduct;

(e) bargain on request within 15 days of a Board Order; and

(f) bargain on request for a minimum of 15 hours a week until an agreement or lawful impasse is reached or until the parties agree to a respite in bargaining.

The General Counsel further seeks all other relief as may be just and proper to remedy the unfair labor practices alleged.

ANSWER REQUIREMENT

Respondent is notified that, pursuant to Sections 102.20 and 102.21 of the Board's Rules and Regulations, it must file an answer to the complaint. The answer must be **received by this office on or before February 28, 2022, or postmarked on or before February 27, 2022.** Respondent also must serve a copy of the answer on each of the other parties.

The answer must be filed electronically through the Agency's website. To file electronically, go to www.nlrb.gov, click on **E-File Documents**, enter the NLRB Case Number, and follow the detailed instructions. Responsibility for the receipt and usability of the answer rests exclusively upon the sender. Unless notification on the Agency's website informs users that the Agency's E-Filing system is officially determined to be in technical failure because it is unable to receive documents for a continuous period of more than 2 hours after 12:00 noon (Eastern Time) on the due date for filing, a failure to timely file the answer will not be excused on the basis that the transmission could not be accomplished because the Agency's website was off-line or unavailable for some other reason. The Board's Rules and Regulations require that an answer be signed by counsel or non-attorney representative for represented parties or by the

party if not represented. See Section 102.21. If the answer being filed electronically is a pdf document containing the required signature, no paper copies of the answer need to be transmitted to the Regional Office. However, if the electronic version of an answer to a complaint is not a pdf file containing the required signature, then the E-filing rules require that such answer containing the required signature continue to be submitted to the Regional Office by traditional means within three (3) business days after the date of electronic filing. Service of the answer on each of the other parties must still be accomplished by means allowed under the Board's Rules and Regulations. The answer may not be filed by facsimile transmission. If no answer is filed, or if an answer is filed untimely, the Board may find, pursuant to a Motion for Default Judgment, that the allegations in the complaint are true.

NOTICE OF HEARING

PLEASE TAKE NOTICE THAT at 9:00 a.m. (local time) on **June 28, 2022**, and on consecutive days thereafter until concluded, at a location and by a means and method to be determined, a hearing will be conducted before an administrative law judge of the National Labor Relations Board. At the hearing, Respondent and any other party to this proceeding have the right to appear and present testimony regarding the allegations in this complaint. The procedures to be followed at the hearing are described in the attached Form NLRB-4668. The procedure to request a postponement of the hearing is described in the attached Form NLRB-4338.

Dated at Phoenix, Arizona this 14th day of February 2022.

/s/ **Cornele A. Overstreet**

Cornele A. Overstreet, Regional Director

Attachments

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 28**

APEX LINEN HOLDINGS, LLC

and

**Cases 28-CA-274347
28-CA-291080**

**INTERNATIONAL UNION OF OPERATING
ENGINEERS, LOCAL 501, AFL-CIO**

**ORDER CONSOLIDATING CASES, CONSOLIDATED COMPLAINT
AND NOTICE OF HEARING**

Pursuant to Section 102.33 of the Rules and Regulations of the National Labor Relations Board (the Board) and to avoid unnecessary costs or delay, **IT IS ORDERED THAT** Case 28-CA-274347, filed by International Union of Operating Engineers, Local 501, AFL-CIO (the Union) against Apex Linen Holdings, LLC (Respondent), in which a Complaint and Notice of Hearing issued on February 11, 2022, is consolidated with Case 28-CA-291080, filed by the Union against Respondent.

This Order Consolidating Cases, Consolidated Complaint and Notice of Hearing, which is based on these charges, is issued pursuant to Section 10(b) of the National Labor Relations Act (the Act), 29 U.S.C. § 151 et seq., and Section 102.15 of the Board's Rules and Regulations, and alleges Respondent has violated the Act as described below.

1. (a) The charge in Case 28-CA-274347 was filed by the Union on March 16, 2021, and a copy was served on Respondent by U.S. mail on March 19, 2021.

(b) The first amended charge in Case 28-CA-274347 was filed by the Union on May 3, 2021, and a copy was served on Respondent by U.S. mail on the same date.

(c) The charge in Case 28-CA-291080 was filed by the Union on February 22, 2022, and a copy was served on Respondent by U.S. mail on February 23, 2022.

(d) The first amended charge in Case 28-CA-291080 was filed by the Union on April 26, 2022, and a copy was served on Respondent by U.S. mail on the same date.

2. (a) At all material times, Respondent has been a limited liability company with an office and place of business in Las Vegas, Nevada (Respondent's facility), and has been operating a commercial laundry service.

(b) In conducting its operations during this 12-month period ending March 16, 2021, Respondent purchased and received at Respondent's facility goods valued in excess of \$50,000 directly from points outside the State of Nevada.

(c) At all material times, Respondent has been an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

(d) About October 26, 2020, Respondent purchased the business of Apex Linen Service LLC (Apex LLC) and since then has continued to operate the business of Apex LLC in basically unchanged form, and has employed as a majority of its employees, individuals who were previously employees of Apex LLC

(e) Based on its operations described above in paragraph 2(d) Respondent has continued the employing entity and is a successor to Apex LLC

3. At all material times, the Union has been a labor organization within the meaning of Section 2(5) of the Act.

4. At all material times, the following individuals held the positions set forth opposite their respective names and have been supervisors of Respondent within the meaning of

Section 2(11) of the Act and agents of Respondent within the meaning of Section 2(13) of the Act:

Jared Wantoch	-	Chief Executive Officer
Keith Marsh	-	Director of Engineering

5. (a) The following employees of Respondent (the Unit) constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act:

All full-time, regular part-time and extra board Engineers and Utility Engineers employed by Respondent at its facility located in Las Vegas, Nevada; excluding all other employees, office clerical employees, guards and supervisors as defined in the Act.

(b) On February 15, 2017, the Union was certified as the exclusive collective-bargaining representative of the employees in the Unit previously employed by Apex Linen Service, Inc. (Apex Inc.).

(c) About June 9, 2019, Apex Inc. converted from being a corporation to being a limited liability company, becoming Apex LLC.

(d) From about June 9, 2019, to about October 26, 2020, based on the facts described above in paragraphs 5(a) through 5(c), the Union had been the designated exclusive collective-bargaining representative of the employees in the Unit previously employed by Apex LLC.

(e) At all times since about October 26, 2020, based on the facts described above in paragraphs 2(d), 2(e), and 5(a) through 5(d), the Union has been the designated exclusive collective-bargaining representative of the Unit.

(f) From about February 15, 2017, to about June 9, 2019, based on Section 9(a) of the Act, the Union had been the exclusive collective-bargaining representative of the Unit employed by Apex Inc.

(g) From about June 9, 2019, to about October 26, 2020, based on Section 9(a) of the Act, the Union had been the exclusive collective-bargaining representative of the Unit employed by Apex LLC.

(h) At all times since about October 26, 2020, based on Section 9(a) of the Act, the Union has been the exclusive collective-bargaining representative of Respondent's employees in the Unit.

6. (a) From a date in late-January 2019 to about December 6, 2020, Respondent's employee Brian Grosz (Grosz) concertedly complained to Respondent regarding the wages, hours, and working conditions of Respondent's employees and engaged in concerted activities with other employees for the purposes of collective bargaining and other mutual aid and protection by raising concerns with other employees, Apex Inc., Apex LLC, and Respondent about employees' terms and conditions of employment and representing other employees during investigatory interviews.

(b) About November 1, 2020, Respondent, by Jared Wantoch (Wantoch), at Respondent's facility, falsely informed employees that they were no longer represented by a union.

(c) About December 6, 2020, Respondent laid off and/or discharged the following employees:

- (1) Grosz;
- (2) Efrain DeLeon Landero (DeLeon Landero);

(3) Rico Magtibay (Magtibay); and

(4) Rodney Inigo (Inigo).

(d) Since about December 6, 2020, Respondent has refused to recall and/or reinstate the following employees:

(1) Grosz; and

(2) Inigo.

(e) Respondent engaged in the conduct described above in paragraphs 6(c) and 6(d) because Grosz engaged in the conduct described above in paragraph 6(a), and to discourage employees from engaging in these or other concerted activities.

(f) Respondent engaged in the conduct described above in paragraphs 6(c)(2) through 6(c)(4) and 6(d)(2) to cover up the fact that it engaged in the conduct described above in paragraphs 6(c)(1) and 6(d)(1) because Grosz engaged in the conduct described above in paragraph 6(a), and to discourage employees from engaging in these or other concerted activities.

7. (a) About December 10, 2021, Respondent laid off and/or discharged its employee Charles Walker (Walker).

(b) Respondent engaged in the conduct described above in paragraph 6(c), 6(d), and 7(a) because Grosz and Walker joined and assisted the Union and engaged in concerted activities, and to discourage employees from engaging in these activities.

(c) Respondent engaged in the conduct described above in paragraphs 6(c)(2) through 6(c)(4) and 6(d)(2) to cover up the fact that it engaged in the conduct described above in paragraphs 6(c)(1) and 6(d)(1) because Grosz joined and assisted the Union and engaged in concerted activities, and to discourage employees from engaging in these activities.

8. Respondent engaged in the conduct described above in paragraph 7(a) because Walker gave testimony to the Board in the form of affidavits and in Board hearings and was named as a discriminatee in Cases 28-CA-192349, et al., and Cases 28-CA-216351, et al.

9. (a) About the following dates, the Union, by the following methods, requested that Respondent recognize it as the exclusive collective-bargaining representative of the Unit and to bargain collectively with the Union as the exclusive collective-bargaining representative of the Unit:

- (1) November 9, 2020, by letter;
- (2) February 17, 2021, by letter sent via email;
- (3) February 18, 2021, by letter sent via email;
- (4) March 8, 2021, by letter sent via email, U.S. Mail, and facsimile; and
- (5) March 11, 2021, by e-mail.

(b) Since about November 9, 2020, Respondent has failed and refused to recognize and bargain with the Union as the exclusive collective-bargaining representative of the Unit.

(c) About November 1, 2020, Respondent ceased making pension fund contributions on behalf of employees in the Unit.

(d) Since about November 26, 2020, and through at least January 1, 2021, Respondent altered the vacation pay policy applicable to employees in the Unit.

(e) About December 7, 2020, Respondent changed the schedules of employees in the Unit.

(f) About a date in March 2021, a more precise date being unknown to the General Counsel, Respondent offered to recall and/or reinstate the following employees without regard to seniority:

(1) DeLeon Landero; and

(2) Magtibay.

(g) The subjects set forth above in paragraphs 6(c), 6(d), 7(a), and 9(c) through 9(f) relate to wages, hours, and other terms and conditions of employment of the Unit and are mandatory subjects for the purposes of collective bargaining.

(h) Respondent engaged in the conduct described above in paragraphs 6(c), 6(d), 7(a), and 9(c) through 9(f) without prior notice to the Union and without affording the Union an opportunity to bargain with Respondent with respect to this conduct or the effects of this conduct and without first bargaining with the Union to an overall good-faith impasse for a successor collective-bargaining agreement.

10. By the conduct described above in paragraph 6, Respondent has been interfering with, restraining, and coercing employees in the exercise of the rights guaranteed in Section 7 of the Act in violation of Section 8(a)(1) of the Act.

11. By the conduct described above in paragraphs 6(c), 6(d) and 7, Respondent has been discriminating in regard to the hire or tenure or terms or conditions of employment of its employees, thereby discouraging membership in a labor organization in violation of Section 8(a)(1) and (3) of the Act.

12. By the conduct described above in paragraphs 7(a) and 8, Respondent has been discriminating against employees for filing charges or giving testimony under the Act in violation of Section 8(a)(1) and (4) of the Act.

13. By the conduct described above in paragraphs 6(c), 6(d), 7(a), and 9, Respondent has been failing and refusing to bargain collectively with the exclusive collective-bargaining representative of its employees in violation of Section 8(a)(1) and (5) of the Act.

14. The unfair labor practices of Respondent described above affect commerce within the meaning of Section 2(6) and (7) of the Act.

In order to fully remedy the unfair labor practices set forth above, the General Counsel seeks an order requiring Respondent to:

(a) distribute the Notice to Employees to all of its employees by text messaging, posting on social media websites, and posting on internal apps, if Respondent communicates with employees by such means;

(b) hold a meeting or meetings during working hours, scheduled to ensure the widest possible attendance of employees employed by Respondent, at which the Notice to Employees, in English and other languages deemed appropriate by the Regional Director, will be distributed to employees at Respondent's expense and will be read to employees by Wantoch in the presence of a Board agent and an agent of the Union, or, at the Respondent's option, by a Board agent in the presence of Wantoch and an agent of the Union, and at which, prior to the reading of the Notice, Wantoch will identify himself by name and title, and the Board agent will identify herself or himself as an agent of the Board, an agency of the United States Government, and explain that the Board has ordered that a notice be read to the employees to remedy unfair labor practices committed by Respondent in violation of the Act;

- (c) grant the Union access to nonwork areas during employees' nonwork time;
- (d) make the employees named in paragraphs 6(c), 6(d), and 7(a) whole, including, but not limited to, by payment for consequential economic harm they incurred as a result of the Respondent's unlawful conduct;
- (e) bargain on request within 15 days of a Board Order; and
- (f) bargain on request for a minimum of 15 hours a week until an agreement or lawful impasse is reached or until the parties agree to a respite in bargaining.

The General Counsel further seeks all other relief as may be just and proper to remedy the unfair labor practices alleged.

ANSWER REQUIREMENT

Respondent is notified that, pursuant to Sections 102.20 and 102.21 of the Board's Rules and Regulations, it must file an answer to the consolidated complaint. The answer must be **received by this office on or before June 30, 2022, or postmarked on or before June 29, 2022.** Respondent also must serve a copy of the answer on each of the other parties.

The answer must be filed electronically through the Agency's website. To file electronically, go to www.nlr.gov, click on **E-File Documents**, enter the NLRB Case Number, and follow the detailed instructions. Responsibility for the receipt and usability of the answer rests exclusively upon the sender. Unless notification on the Agency's website informs users that the Agency's E-Filing system is officially determined to be in technical failure because it is unable to receive documents for a continuous period of more than 2 hours after 12:00 noon (Eastern Time) on the due date for filing, a failure to timely file the answer will not be excused on the basis that the transmission could not be accomplished because the Agency's website was off-line or unavailable for some other reason. The Board's Rules and Regulations require that an answer be signed by counsel or non-attorney representative for represented parties or by the

party if not represented. See Section 102.21. If the answer being filed electronically is a pdf document containing the required signature, no paper copies of the answer need to be transmitted to the Regional Office. However, if the electronic version of an answer to a complaint is not a pdf file containing the required signature, then the E-filing rules require that such answer containing the required signature continue to be submitted to the Regional Office by traditional means within three (3) business days after the date of electronic filing. Service of the answer on each of the other parties must still be accomplished by means allowed under the Board's Rules and Regulations. The answer may not be filed by facsimile transmission. If no answer is filed, or if an answer is filed untimely, the Board may find, pursuant to a Motion for Default Judgment, that the allegations in the consolidated complaint are true.

NOTICE OF HEARING

PLEASE TAKE NOTICE THAT at 9:00 a.m. (local time) on **June 28, 2022**, and on consecutive days thereafter until concluded, at a location and by a means and method to be determined, a hearing will be conducted before an administrative law judge of the National Labor Relations Board. At the hearing, Respondent and any other party to this proceeding have the right to appear and present testimony regarding the allegations in this consolidated complaint. The procedures to be followed at the hearing are described in the attached Form NLRB-4668. The procedure to request a postponement of the hearing is described in the attached Form NLRB-4338.

Dated at Phoenix, Arizona this 16th day of June 2022.

/s/ **Cornele A. Overstreet**

Cornele A. Overstreet, Regional Director

Attachments

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 28**

APEX LINEN HOLDINGS, LLC

and

**Cases 28-CA-274347
28-CA-291080**

**INTERNATIONAL UNION OF OPERATING
ENGINEERS, LOCAL 501, AFL-CIO**

**AMENDED CONSOLIDATED COMPLAINT
AND NOTICE OF HEARING**

Upon charges filed by International Union of Operating Engineers, Local 501, AFL-CIO, herein called the Union, an Order Consolidating Cases, Consolidated Complaint and Notice of Hearing issued on June 16, 2022, against Apex Linen Holdings, LLC, herein called Respondent, alleging that Respondent has been engaging in unfair labor practices as set forth in the National Labor Relations Act, 29 U.S.C. § 151, et seq., herein called the Act, and based thereon the General Counsel, by the undersigned, pursuant to Section 10(b) of the Act and Section 102.17 of the Rules and Regulations of the National Labor Relations Board, herein called the Board, issues this Amended Consolidated Complaint and Notice of hearing and alleges as follows:

1. (a) The charge in Case 28-CA-274347 was filed by the Union on March 16, 2021, and a copy was served on Respondent by U.S. mail on March 19, 2021.
- (b) The first amended charge in Case 28-CA-274347 was filed by the Union on May 3, 2021, and a copy was served on Respondent by U.S. mail on the same date.
- (c) The charge in Case 28-CA-291080 was filed by the Union on February 22, 2022, and a copy was served on Respondent by U.S. mail on February 23, 2022.

(d) The first amended charge in Case 28-CA-291080 was filed by the Union on April 26, 2022, and a copy was served on Respondent by U.S. mail on the same date.

2. (a) At all material times, Respondent has been a limited liability company with an office and place of business in Las Vegas, Nevada (Respondent's facility), and has been operating a commercial laundry service.

(b) In conducting its operations during this 12-month period ending March 16, 2021, Respondent purchased and received at Respondent's facility goods valued in excess of \$50,000 directly from points outside the State of Nevada.

(c) At all material times, Respondent has been an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

(d) About October 26, 2020, Respondent purchased the business of Apex Linen Service LLC (Apex LLC) and since then has continued to operate the business of Apex LLC in basically unchanged form, and has employed as a majority of its employees, individuals who were previously employees of Apex LLC

(e) Based on its operations described above in paragraph 2(d) Respondent has continued the employing entity and is a successor to Apex LLC

3. At all material times, the Union has been a labor organization within the meaning of Section 2(5) of the Act.

4. At all material times, the following individuals held the positions set forth opposite their respective names and have been supervisors of Respondent within the meaning of Section 2(11) of the Act and agents of Respondent within the meaning of Section 2(13) of the Act:

Jared Wantoch	----	Chief Executive Officer
Keith Marsh	----	Director of Engineering

5. (a) The following employees of Respondent (the Unit) constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act:

All full-time, regular part-time and extra board Engineers and Utility Engineers employed by Respondent at its facility located in Las Vegas, Nevada; excluding, all other employees, office clerical employees, guards and supervisors as defined in the Act.

(b) On February 15, 2017, the Union was certified as the exclusive collective-bargaining representative of the employees in the Unit previously employed by Apex Linen Service, Inc. (Apex Inc.).

(c) About June 9, 2019, Apex Inc. converted from being a corporation to being a limited liability company, becoming Apex LLC.

(d) From about June 9, 2019, to about October 26, 2020, based on the facts described above in paragraphs 5(a) through 5(c), the Union had been the designated exclusive collective-bargaining representative of the employees in the Unit previously employed by Apex LLC.

(e) At all times since about October 26, 2020, based on the facts described above in paragraphs 2(d), 2(e), and 5(a) through 5(d), the Union has been the designated exclusive collective-bargaining representative of the Unit.

(f) From about February 15, 2017, to about June 9, 2019, based on Section 9(a) of the Act, the Union had been the exclusive collective-bargaining representative of the Unit employed by Apex Inc.

(g) From about June 9, 2019, to about October 26, 2020, based on Section 9(a) of the Act, the Union had been the exclusive collective-bargaining representative of the Unit employed by Apex LLC.

(h) At all times since about October 26, 2020, based on Section 9(a) of the Act, the Union has been the exclusive collective-bargaining representative of Respondent's employees in the Unit.

6. (a) From a date in late-January 2019 to about December 6, 2020, Respondent's employee Brian Grosz (Grosz) concertedly complained to Respondent regarding the wages, hours, and working conditions of Respondent's employees and engaged in concerted activities with other employees for the purposes of collective bargaining and other mutual aid and protection by raising concerns with other employees, Apex Inc., Apex LLC, and Respondent about employees' terms and conditions of employment and representing other employees during investigatory interviews.

(b) About November 1, 2020, Respondent, by Jared Wantoch (Wantoch), at Respondent's facility, falsely informed employees that they were no longer represented by a union.

(c) About December 6, 2020, Respondent laid off and/or discharged the following employees:

- (1) Grosz;
- (2) Efrain DeLeon Landero (DeLeon Landero);
- (3) Ricardo "Rico" Magtibay (Magtibay); and
- (4) Rodney Inigo (Inigo).

(d) Since about December 6, 2020, Respondent has refused to recall and/or reinstate the following employees:

(1) Grosz; and

(2) Inigo.

(e) Respondent engaged in the conduct described above in paragraphs 6(c) and 6(d) because Grosz engaged in the conduct described above in paragraph 6(a), and to discourage employees from engaging in these or other concerted activities.

(f) Respondent engaged in the conduct described above in paragraphs 6(c)(2) through 6(c)(4) and 6(d)(2) to cover up the fact that it engaged in the conduct described above in paragraphs 6(c)(1) and 6(d)(1) because Grosz engaged in the conduct described above in paragraph 6(a), and to discourage employees from engaging in these or other concerted activities.

7. (a) About December 10, 2021, Respondent laid off and/or discharged its employee Charles Walker (Walker).

(b) Respondent engaged in the conduct described above in paragraph 6(c), 6(d), and 7(a) because Grosz and Walker joined and assisted the Union and engaged in concerted activities, and to discourage employees from engaging in these activities.

(c) Respondent engaged in the conduct described above in paragraphs 6(c)(2) through 6(c)(4) and 6(d)(2) to cover up the fact that it engaged in the conduct described above in paragraphs 6(c)(1) and 6(d)(1) because Grosz joined and assisted the Union and engaged in concerted activities, and to discourage employees from engaging in these activities.

8. Respondent engaged in the conduct described above in paragraph 7(a) because Walker gave testimony to the Board in the form of affidavits and in Board hearings and was named as a discriminatee in Cases 28-CA-192349, et al., and Cases 28-CA-216351, et al.

9. (a) About the following dates, the Union, by the following methods, requested that Respondent recognize it as the exclusive collective-bargaining representative of the Unit and to bargain collectively with the Union as the exclusive collective-bargaining representative of the Unit:

- (1) November 9, 2020, by letter;
- (2) February 17, 2021, by letter sent via email;
- (3) February 18, 2021, by letter sent via email;
- (4) March 8, 2021, by letter sent via email, U.S. Mail, and

facsimile; and

- (5) March 11, 2021, by e-mail.

(b) Since about November 9, 2020, Respondent has failed and refused to recognize and bargain with the Union as the exclusive collective-bargaining representative of the Unit.

(c) About November 1, 2020, Respondent:

- (1) ceased making pension fund contributions on behalf of employees in the Unit;
- (2) removed the Union's bulletin board; and
- (3) directed employees in the Unit to abide by Respondent's employee handbook and to stop following the terms of the expired collective-bargaining agreement.

(d) Since about November 26, 2020, and through at least January 1, 2021, Respondent altered the holiday pay policy applicable to employees in the Unit.

(e) About December 7, 2020, Respondent:

- (1) changed the schedules of employees in the Unit; and
- (2) stopped allowing employees 30 minutes of paid lunch time.

(f) About a date in March 2021, a more precise date being unknown to the General Counsel, Respondent offered to recall and/or reinstate the following employees without regard to seniority:

- (1) DeLeon Landero; and
- (2) Magtibay.

(g) The subjects set forth above in paragraphs 6(c), 6(d), 7(a), and 9(c) through 9(f) relate to wages, hours, and other terms and conditions of employment of the Unit and are mandatory subjects for the purposes of collective bargaining.

(h) Respondent engaged in the conduct described above in paragraphs 6(c), 6(d), 7(a), and 9(c) through 9(f) without prior notice to the Union and without affording the Union an opportunity to bargain with Respondent with respect to this conduct or the effects of this conduct and without first bargaining with the Union to an overall good-faith impasse for a successor collective-bargaining agreement.

10. By the conduct described above in paragraph 6, Respondent has been interfering with, restraining, and coercing employees in the exercise of the rights guaranteed in Section 7 of the Act in violation of Section 8(a)(1) of the Act.

11. By the conduct described above in paragraphs 6(c), 6(d) and 7, Respondent has been discriminating in regard to the hire or tenure or terms or conditions of employment of its employees, thereby discouraging membership in a labor organization in violation of Section 8(a)(1) and (3) of the Act.

12. By the conduct described above in paragraphs 7(a) and 8, Respondent has been discriminating against employees for filing charges or giving testimony under the Act in violation of Section 8(a)(1) and (4) of the Act.

13. By the conduct described above in paragraphs 6(c), 6(d), 7(a), and 9, Respondent has been failing and refusing to bargain collectively with the exclusive collective-bargaining representative of its employees in violation of Section 8(a)(1) and (5) of the Act.

14. The unfair labor practices of Respondent described above affect commerce within the meaning of Section 2(6) and (7) of the Act.

In order to fully remedy the unfair labor practices set forth above, the General Counsel seeks an order requiring Respondent to:

(a) distribute the Notice to Employees to all of its employees by text messaging, posting on social media websites, and posting on internal apps, if Respondent communicates with employees by such means;

(b) hold a meeting or meetings during working hours, scheduled to ensure the widest possible attendance of employees employed by Respondent, at which the Notice to Employees, in English and other languages deemed appropriate by the Regional Director, will be distributed to employees at Respondent's expense and will be read to employees by Wantoch in the presence of a Board agent and an agent of the Union, or, at the Respondent's option, by a Board agent in the presence of Wantoch and an agent of the Union, and at which, prior to the

reading of the Notice, Wantoch will identify himself by name and title, and the Board agent will identify herself or himself as an agent of the Board, an agency of the United States Government, and explain that the Board has ordered that a notice be read to the employees to remedy unfair labor practices committed by Respondent in violation of the Act;

(c) grant the Union access to nonwork areas during employees' nonworktime;

(d) make the employees named in paragraphs 6(c), 6(d), and 7(a) whole, including, but not limited to, by payment for consequential economic harm they incurred as a result of the Respondent's unlawful conduct;

(e) bargain on request within 15 days of a Board Order; and

(f) bargain on request for a minimum of 15 hours a week until an agreement or lawful impasse is reached or until the parties agree to a respite in bargaining.

The General Counsel further seeks all other relief as may be just and proper to remedy the unfair labor practices alleged.

ANSWER REQUIREMENT

Respondent is further notified that, pursuant to Sections 102.20 and 102.21 of the Board's Rules and Regulations, it must file an answer to the amended consolidated complaint.

The answer must be **received by this office on or before July 15, 2022, or postmarked on or before July 14, 2022.** Respondent also must serve a copy of the answer on each of the other parties.

The answer must be filed electronically through the Agency's website. To file electronically, go to www.nlrb.gov, click on **E-File Documents**, enter the NLRB Case Number, and follow the detailed instructions. Responsibility for the receipt and usability of the answer rests exclusively upon the sender. Unless notification on the Agency's website informs users that the Agency's E-Filing system is officially determined to be in technical failure because it is

unable to receive documents for a continuous period of more than 2 hours after 12:00 noon (Eastern Time) on the due date for filing, a failure to timely file the answer will not be excused on the basis that the transmission could not be accomplished because the Agency's website was off-line or unavailable for some other reason. The Board's Rules and Regulations require that an answer be signed by counsel or non-attorney representative for represented parties or by the party if not represented. See Section 102.21. If the answer being filed electronically is a pdf document containing the required signature, no paper copies of the answer need to be transmitted to the Regional Office. However, if the electronic version of an answer to a complaint is not a pdf file containing the required signature, then the E-filing rules require that such answer containing the required signature continue to be submitted to the Regional Office by traditional means within three (3) business days after the date of electronic filing. Service of the answer on each of the other parties must still be accomplished by means allowed under the Board's Rules and Regulations. The answer may not be filed by facsimile transmission. If no answer is filed, or if an answer is filed untimely, the Board may find, pursuant to a Motion for Default Judgment, that the allegations in the amended consolidated complaint are true.

NOTICE OF HEARING

PLEASE TAKE NOTICE THAT at 9:00 a.m. (local time) on **August 16, 2022**, and on consecutive days thereafter until concluded, at a location and by a means and method to be determined, a hearing will be conducted before an administrative law judge of the National Labor Relations Board. At the hearing, Respondent and any other party to this proceeding have the right to appear and present testimony regarding the allegations in this amended consolidated complaint. The procedures to be followed at the hearing are described in the attached Form

NLRB-4668. The procedure to request a postponement of the hearing is described in the attached Form NLRB-4338.

Dated at Phoenix, Arizona this 1st day of July, 2022.

/s/ *Cornele A. Overstreet*

Cornele A. Overstreet, Regional Director

Attachments